



UNITED STATES PATENT AND TRADEMARK OFFICE

UNITED STATES DEPARTMENT OF COMMERCE
United States Patent and Trademark Office
Address: COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, Virginia 22313-1450
www.uspto.gov

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/816,454	03/23/2001	Anthony Frank Menninger	41556/04007 (RS11P020)	7668

22428 7590 06/20/2005

FOLEY AND LARDNER
SUITE 500
3000 K STREET NW
WASHINGTON, DC 20007

EXAMINER

GORT, ELAINE L

ART UNIT	PAPER NUMBER
----------	--------------

3627

DATE MAILED: 06/20/2005

Please find below and/or attached an Office communication concerning this application or proceeding.

Office Action Summary

Application No.

09/816,454

Applicant(s)

MENNINGER ET AL.

Examiner

Elaine Gort

Art Unit

3627

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 21 March 2005.
2a) ☒ This action is FINAL. 2b) ☐ This action is non-final.
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 19-38 is/are pending in the application.
4a) Of the above claim(s) _____ is/are withdrawn from consideration.
5) ☐ Claim(s) _____ is/are allowed.
6) ☒ Claim(s) 19-38 is/are rejected.
7) ☐ Claim(s) _____ is/are objected to.
8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
3) ☒ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)
Paper No(s)/Mail Date 3/21/05 3/29/05 ih
4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____
5) ☐ Notice of Informal Patent Application (PTO-152)
6) ☐ Other: _____

DETAILED ACTION

Double Patenting

1. Claims 19-38 are provisionally rejected under the judicially created doctrine of double patenting over the claims of list found below of copending applications. This is a provisional double patenting rejection since the conflicting claims have not yet been patented.

The subject matter claimed in the instant application is fully disclosed in the referenced copending applications and would be covered by any patent granted on that copending application since the referenced copending applications and the instant application are claiming common subject matter, such as a system for managing a supply chain utilizing a network which all participants of the supply chain have access to data and forecasting capabilities.

09/815559
09/815590
09/815660
09/815688
09/815727
09/815729
09/815731
09/815734
09/815759
09/815792
09/815813
09/815845
09/815864
09/815894
09/815899
09/816021
09/816033
09/816075

09/816083
09/816092
09/816151
09/816160
09/816167
09/816203
09/816212
09/816285
09/816331
09/816357
09/816358
09/816388
09/816412
09/816420
09/816427
09/816429
09/816430
09/816431
09/816434
09/816455
09/816488
09/816495
09/816503
09/816507
09/816536
09/816555
09/816560
09/816561
09/816567
09/816582
09/816881
09/816922
09/816944

The nonstatutory double patenting rejection is based on a judicially created doctrine grounded in public policy (a policy reflected in the statute) so as to prevent the unjustified or improper timewise extension of the "right to exclude" granted by a patent and to prevent possible harassment by multiple assignees. See *In re Goodman*, 11 F.3d 1046, 29 USPQ2d 2010 (Fed. Cir. 1993); *In re Longi*, 759 F.2d 887, 225 USPQ 645 (Fed. Cir. 1985); *In re Van Ornum*, 686 F.2d 937, 214 USPQ 761 (CCPA

1982); *In re Vogel*, 422 F.2d 438, 164 USPQ 619 (CCPA 1970);and, *In re Thorington*, 418 F.2d 528, 163 USPQ 644 (CCPA 1969).

A timely filed terminal disclaimer in compliance with 37 CFR 1.321(c) may be used to overcome an actual or provisional rejection based on a nonstatutory double patenting ground provided the conflicting application or patent is shown to be commonly owned with this application. See 37 CFR 1.130(b).

Effective January 1, 1994, a registered attorney or agent of record may sign a terminal disclaimer. A terminal disclaimer signed by the assignee must fully comply with 37 CFR 3.73(b).

Claim Rejections - 35 USC § 101

2. 35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

3. Claims 19-38 are rejected because they lack patentable utility. Claims 7-18 merely claim the manipulation of data ("component for"/code when executed causing performance) but perform no concrete, useful or tangible result. One example of how this rejection may be overcome is by positively claiming the generation of a report or output of data. The claims merely recite code capable of performing functions, but do not positively recite the performance of these functions.

Claim Rejections - 35 USC § 112

4. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

5. Claims 19-38 are rejected under 35 U.S.C. 112, second paragraph, as being replete with instances of indefinites for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Examples follow, but Applicant must review the claims fully for other occurrences:

It is unclear in claim 19 line 6 as to what is being claimed regarding "(where applicable)".

Claim 19 recites the limitation "the sales" in line 19. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the goods" in line 19. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the counter" in line 20. There is insufficient antecedent basis for this limitation in the claim.

It is unclear in claim 19 line 35 as to what is being claimed regarding "(if any)".

Claim 19 recites the limitation "the sales" in line 36. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the items" in line 36. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the items" in line 39. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the sales" in line 39. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the items" in line 39. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the one of the independent suppliers" in line 42. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the plurality" in line 48. There is insufficient antecedent basis for this limitation in the claim.

Claim 19 recites the limitation "the respective supplier..." in line 49. There is insufficient antecedent basis for this limitation in the claim.

Claim 20 recites the limitation "the supply chain participants" in line 11. There is insufficient antecedent basis for this limitation in the claim.

Claim 21 recites the limitation "this franchise store sales data" in line 6. There is insufficient antecedent basis for this limitation in the claim.

Claim 21 recites the limitation "the one" in line 7. There is insufficient antecedent basis for this limitation in the claim.

Claim 21 recites the limitation "the supply chain participants" in line 9. There is insufficient antecedent basis for this limitation in the claim.

Claim 22 recites the limitation "the first sets" in line 3. There is insufficient antecedent basis for this limitation in the claim.

Claim 23 recites the limitation "the particular one" in line 4. There is insufficient antecedent basis for this limitation in the claim.

Claim 26 recites the limitation "the supply chain participants" in line 8. There is insufficient antecedent basis for this limitation in the claim.

Claim 27 recites the limitation "the supply chain electronic database" in line 3. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the supplier master contracts" in line 7. There is insufficient antecedent basis for this limitation in the claim.

It is unclear in claim 29 line 10 as to what is being claimed regarding "(where applicable)".

Claim 29 recites the limitation "the sales" in line 19. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the goods" in line 19. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the counter" in line 20. There is insufficient antecedent basis for this limitation in the claim.

It is unclear in claim 29 line 34 as to what is being claimed regarding "(if any)".

Claim 29 recites the limitation "the sales" in line 35. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the items" in line 35. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the items" in line 38. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the sales" in line 38. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the items" in line 38. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the one" in line 41. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the plurality" in line 47. There is insufficient antecedent basis for this limitation in the claim.

Claim 29 recites the limitation "the respective" in line 48. There is insufficient antecedent basis for this limitation in the claim.

Claim 30 recites the limitation "claim 39" in line 1. There is insufficient antecedent basis for this limitation in the claim.

Claim 30 recites the limitation "the supply chain participants" in line 10. There is insufficient antecedent basis for this limitation in the claim.

Claim 31 recites the limitation "this franchise store" in line 5. There is insufficient antecedent basis for this limitation in the claim.

Claim 31 recites the limitation "the one" in line 7. There is insufficient antecedent basis for this limitation in the claim.

Claim 31 recites the limitation "the supply chain participants" in line 8. There is insufficient antecedent basis for this limitation in the claim.

Claim 32 recites the limitation "the first sets" in line 2. There is insufficient antecedent basis for this limitation in the claim.

Claim 33 recites the limitation "the particular one" in line 4. There is insufficient antecedent basis for this limitation in the claim.

Claim 36 recites the limitation "the supply chain participants" in line 8. There is insufficient antecedent basis for this limitation in the claim.

Claim 37 recites the limitation "the supply chain electronic database" in line 3. There is insufficient antecedent basis for this limitation in the claim.

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

9. **Claims 19-38 are rejected under 35 U.S.C. 103(a) as being unpatentable over A Whopping Inventory Task- Burger King's purchasing agency lures suppliers online to streamline its huge distribution system (hereafter referred to as Whopping Inventory) and Applicant's "RELEVANCE OF EACH DOCUMENT AND DISCLOSURE" (Note: Examiner construes both of these references to explain the Applicant's system prior to the invention) in view of Noori; Jost et al. (US Patent 6,778,651); IBM Technical Disclosure Bulletin; Shavit et al. (US Patent 4,799,156) and Examiner's Official Notice.**

Whopping Inventory discloses the claimed system and computer program product for managing an independent franchise supply chain comprising independent

suppliers and independent franchise stores and an independent supply chain manager connected together by a network but is silent regarding:

Where the system obtains store sales data from the stores
specifically verifying and correcting discrepancies in the data format of the data entered;

logging of changes made to a database;
automatic comparing of a contract term in a master contract to data received relating to the sale of items; and

the generation of a signal of a discrepancy between the contract term and the received data.

Noorie discloses that it is known in the art of supply chains to gather point-of-sales data and share it with other's in the supply chain to improve supplier responsiveness to their customers (page 599). It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system/program of Whopper Inventory and RELEVANCE OF EACH DOCUMENT AND DISCLOSURE with the sharing of sales data as taught by Noorie, in order to improve supplier/distributor responsiveness to stores needs.

Jost et al. discloses that it is known in the art of supply chain data management to verify and correct discrepancies in a data format of the data entered to allow order sources to have differing input formats while maintaining a single internal format for processing (see abstract and column 57 line 62). It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the

system/program as modified above, with the verification and correcting of discrepancies in the data format of data entered as taught by Jost et al. in order to allow the stores to use differing input formats while maintaining a single internal format for processing by the system.

IBM Technical Disclosure Bulletin discloses that it is known in the art of database management to log changes made to a database to track changes made to the database. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system/program as modified above, with the logging of changes made to a database as taught by IBM Technical Disclosure Bulletin in order to track changes made to the database.

Shavit et al. discloses in column 13 lines 35+ that it is known in the art of master purchasing agreements to automatically compare a contract term in a master contract (master purchasing agreement) to data received relating to the sale of items to calculating a balance due for items purchased in an umbrella agreement. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system/program as modified above, with the comparing as taught by Shavit et al. in order to calculate a balance due for items purchased in an umbrella agreement.

The Examiner takes Official Notice that it is notoriously old and well known in the art of computer systems to generate a signal, such as an error messages, when discrepancies exist to notify users of the condition. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the

system/program as modified above, with the generation of an error message as taught by Examiner's Official Notice in order to notify users of the discrepancy condition.

The following is provided for detailed clarification:

A system and computer program product for managing an independent franchise supply chain comprising independent suppliers and independent franchise stores and an independent supply chain manager connected together by a network (see first two paragraphs of Whopper Inventory)

A memory storing supplier master contracts with the independent suppliers negotiated by the independent supply chain manager on behalf of the independent franchise stores and/or independent distributors, where applicable (the 4th paragraph of Whopper Inventory discusses having one central repository of information for practically anything that goes into a restaurant and the second paragraph discusses the collecting of information from suppliers and distributors which would inherently include data relating to master contracts which RSI manages for Burger King);

Wherein each of a plurality of the supplier master contracts includes a term assigning directly or indirectly a particular first set of the independent franchise stores to the independent supplier to which to supply at least one item (for example see Whopper Inventory, paragraph one, discussing the distribution of beef, straws and napkins. A Specific beef distributor when chosen to supply a specific Burger King franchises is "assigned" to that independent franchise to supply beef; See also details regarding master contract data stored in "RELEVANCE OF EACH DOCUMENT AND DISCLOSURE");

An independent supply chain manager computer system operatively connected to the memory and comprising one or more processors (such as RSI's computer system which is connected to their central data repository, see paragraph 4 of Whopping Inventory) and including the following components:

A component for storing a plurality of terms of the supplier master contracts in a supply chain electronic database accessible via the network (such as supplier's and distributor's sales, shipment info, pricing info and inventory information which is stored in the central repository as discussed in Whopping Inventory paragraphs 2 and 4);

A component for registering each of a plurality of the independent suppliers, and the independent franchise stores as one of at least two types comprising suppliers and stores, and maintaining a list of registered users in the independent supply chain manager computer (Examiner is construing the term registering to incorporate the definition of register which means "to make a record of" and therefore the 350 suppliers and distributors mentioned in Whopping Inventory paragraph 2 are registered as "suppliers" via the system as they are made of record when their information is contained within the central repository of information. The independent restaurants as discussed in paragraphs 1 and 4 of Whopper Inventory are registered as "stores" within the system as being the ones needing supplies);

A component for defining a plurality of data types for franchise store sales data, each of the data types including a set of parameters (the Examiner has modified Whopper Inventory to incorporate store sales data as taught by Noorie in order to improve supplier responsiveness to the store's needs. In this modified scenario the

sales data would include data including information on the item sold, dates sold and quantities);

A component for receiving franchise store sales data from a plurality of the independent franchise stores utilizing the network, the franchise store sales data comprising the sales of the goods by the independent franchise stores, wherein the sales of the goods are made manually over the counter (the Examiner has modified Whopper Inventory to incorporate store sales data as taught by Noorie in order to improve supplier responsiveness to the store's needs. In this modified scenario the sales data would include data including information on the items sold, dates sold and quantities. Such as number of burgers sold and details on types of burgers sold.);

A component for verifying a format of the franchise store sales data against the parameters of the defined data types (The Examiner has used Jost et al. as a teaching for verifying a format to allow stores to have their own input format while the system maintains one format);

A component for automatically correcting discrepancies between the format of the data and the parameters of the defined data types by translating the format of the franchise store sales data in accordance with the parameters of the defined data types (The Examiner has used Jost et al. as a teaching for automatically correcting discrepancies between the formats to allow stores to have their own input format while the system maintains one format);

A component for automatically logging the discrepancies in an electronic log and providing electronic access to the electronic log (Examiner has used IBM Technical as

a teaching for automatically logging discrepancies for the purposes of tracking changes made to a database);

A component for the independent supply chain manager computer automatically obtaining franchise store sales data from a second set of the independent franchise stores, wherein the second set of independent franchise stores is determined by the supplier master contract associated with one of the independent suppliers and is equal to or less than the first set for that supplier master contract (Examiner has used Noorie as a teaching for gathering sales data in order to improve supplier responsiveness to the store's needs. In this modified scenario the sales data would include data including information on the items sold, dates sold and quantities. Such as number of burgers sold and details on types of burgers sold.);

A component for the independent supply chain manager computer receiving data from the independent suppliers and/or independent franchise stores and/or distributors utilizing the network, the data relating to the sales of the items from the independent suppliers directly or indirectly to the independent franchise stores (such as supplier's and distributor's sales, shipment info, pricing info and inventory information which is received at the RSI/Supply system over the network as discussed in Whopping Inventory paragraphs 2 and 4);

A component for automatically comparing at least one contract term in one of the supplier master contracts for the items to received data relating to the sales of the items (Examiner has used Shavit et al. to teach that it is known in the art of master purchasing agreements to automatically compare a contract term in a master contract to data

received relating to the sale of items to calculating a balance due for items purchased in an umbrella agreement.);

A component for generating a signal if there is a discrepancy between the at least one contract term and the received data (the Examiner has taken Official Notice that it is notoriously old and well known in the art of computer systems to generate error messages to notify users of the condition);

A component for providing an interface on the network to allow access of the one of the independent suppliers to the franchise store sales data from the second set of independent franchise stores and/or data derived therefrom (Examiner has used Noorie to teach the sharing of store sales data with suppliers. Whopping Inventory and RELEVANCE OF EACH DOCUMENT AND DISCLOSURE discloses the use of master contractors assigned to stores);

A component for electronically associating each of a plurality of the independent franchise stores to at least one group based on a characteristic of the independent franchise store, wherein the group comprises less than all of the independent franchise stores (Whopping Inventory and RELEVANCE OF EACH DOCUMENT AND DISCLOSURE discloses the use of master contractors assigned to stores, stores covered by master contracts make up a group.);

A component for providing an interface on the network to allow access by each of the plurality of the independent franchise stores to data relating to the respective supplier master contracts associated with that independent franchise store and to data relating to independent franchise stores in the group (Examiner has used Shavit et al. to

teach that it is known in the art of master purchasing agreements to automatically compare a contract term in a master contract to data received relating to the sale of items to calculating a balance due for items purchased in an umbrella agreement. Shavit et al discusses in column 13 line 45 where the buyer can inquire about the terms and balances of the agreement);

(Regarding claims 20 and 30) Wherein the franchise store sales data is obtained in mid-promotion from the second set of the independent franchise stores associated with one of the supplier master contracts, wherein the second set of independent franchise stores is less than the first set of the independent franchise stores associated with the supplier master contract (Examiner has used Noorie as a teaching for gathering sales data in order to improve supplier responsiveness to the store's needs. Noorie discloses the obtaining of sales data continually, such as whenever an item is sold in a store. Therefore the data is obtained continuously which would incorporate being obtained in mid-promotion. In this modified scenario the sales data would include data including information on the items sold, dates sold and quantities. Such as number of burgers sold and details on types of burgers sold. The Examiner is construing the promotion to consist of the contract or umbrella agreement);

a component in the supply chain manager computer using sampling to determine based on this mid-promotion franchise store sales data from the second set of the independent franchise stores predicted sales for the remainder of the promotion for the first set of the independent franchise stores assigned by the supplier master contract to the one of the independent suppliers (Shavit et al. discloses in column 7 line 19 that it is

Art Unit: 3627

old and well known in the art of supply chain systems to utilize forecasting to predict activities within a supply chain. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above with the forecasting of Shavit et al., in order to predict future sales activities within the supply chain);

a component for generating a communication or making accessible via the network to at least one of the supply chain participants data based on the predicted sales for the first set of the independent franchise stores (Examiner has used Shavit et al. above to teach that forecasting is well known, results of the forecasting would be provided to parties of interest);

(Regarding claims 21 and 31) wherein the franchise store sales data from the second set of the independent franchise stores associated with one of the supplier master contracts is less than the first set of the independent franchise stores associated with the supplier master contract (Examiner has used Noorie as a teaching for gathering sales data in order to improve supplier responsiveness to the store's needs. Noorie discloses the obtaining of sales data continually, such as whenever an item is sold in a store, the data from different stores will inherently include different data, such as different quantities.);

a component in the supply chain manager computer using sampling to determine base on this franchise store sales data predicted sales for the first set of the independent franchise stores assigned by the supplier master contract to the one of the independent suppliers (Shavit et al. discloses in column 7 line 19 that it is old and well

Art Unit: 3627

known in the art of supply chain systems to utilize forecasting to predict activities within a supply chain. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above with the forecasting of Shavit et al., in order to predict future sales activities within the supply chain);

a component for generating a communication or making accessible via the network to at least one of the supply chain participants data based on the predicted sales for the first set of the independent franchise stores (Examiner has used Shavit et al. above to teach that forecasting is well known, results of the forecasting would be provided to parties of interest);

(Regarding claims 22 and 32) a component in the supply chain manager computer forecasting aggregated future sales of one of the first sets of independent franchise stores utilizing the franchise store sales data for selected ones of the independent franchise stores (Shavit et al. discloses in column 7 line 19 that it is old and well known in the art of supply chain systems to utilize forecasting to predict activities within a supply chain. Therefore it would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above with the forecasting of Shavit et al., in order to predict future sales activities within the supply chain);

a component in the supply chain manager computer generating a communication or providing electronic access utilizing the network to the forecast of aggregated future sales of the first set of the independent franchise stores to the independent supplier for

that first set (Examiner has used Shavit et al. above to teach that forecasting is well known, results of the forecasting would be provided to parties of interest);

(Regarding claims 23 and 33) further comprising a component in the supply chain manager computer converting the franchise store sales data for the sales of goods into items supplied by the independent supplier and aggregating the items supplied based on the first set of independent franchise stores assigned directly or indirectly to the particular one of the independent suppliers (Examiner has used Noorie as a teaching for gathering sales data in order to improve supplier responsiveness to the store's needs. Noorie discloses the obtaining of sales data continually, such as whenever an item is sold in a store an order is generated automatically. By combining these teachings along with the master contract agreements, orders are aggregated for individual suppliers when orders are placed with the individual suppliers.);

(Regarding claims 24 and 34) a component for automatically generating an electronic order form based on the forecast of aggregated future sales for ordering items from one of the independent suppliers (Noorie teaches the automatic generation of electronic orders based on sales data while Shavit et al. teaches the use of forecasting activities within the supply chain.);

a component for automatically electronically communicating the electronic order form (Noorie teaches the automatic communication of an order);

(Regarding claims 25 and 35) a component for allowing entry of a growth value into a field in a web page associated with the independent supply chain manager (Examiner takes official notice that it is known in the art of forecasting to provide a

growth rate to predict future values. For example, it is old and well known to estimate growth rates by looking at historical rates and extrapolating what a future rate may be in order to predict more accurately future results. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above, with the growth rate of Examiner's Official Notice, in order to more accurately forecast future events, such as sales of particular items);

a component for electronically calculating a projected parameter associated with one of the supply chain participants based at least in part on the growth value (Examiner has used Shavit et al. to teach forecasting within the supply chain, therefore the use of the growth value of Examiner's Official notice would be incorporated within the forecasting to predict future sales for example);

(Regarding claims 26 and 36) wherein the group comprises independent franchise stores grouped by a franchise store characteristic other than a region or direct or indirect assignment by master supplier contract and determining benchmark data for independent franchise stores with that characteristic (Examiner takes Official Notice that it is well known in the art of business to use benchmarking to compare actual performance to a standard of typical competence to determine if the unit identified is above, below, or comparable to the benchmark standard. For example, stores purchasing a specific quantity of hamburger would compare their contract prices to other store's contract prices in order to determine if the price they pay is above, below, or comparable to the other store's contract price. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system

as modified above, with the benchmarking comparison of Examiner's Official Notice, in order to determine if a price a store is paying for a specific quantity is above, below, or comparable to other store's prices. The benefit to this is to identify ways to reduce product prices by finding lower cost suppliers and/or to help in negotiating better contract prices.);

a component for electronically comparing the benchmark data to the data for one of the independent franchised stores having that characteristic to obtain comparison data (See Examiner's Official Notice regarding benchmarking above);

a component for generating a communication or providing electronic access via the network to the comparison data to one of the supply chain participants (See Examiner's Official Notice regarding benchmarking above.);

(Regarding claims 27 and 37) further comprising a component for determining a charge for access to the independent franchise store sales data to one of the independent suppliers based on a number of accesses to the supply chain electronic database by the independent supplier (Examiner takes Official Notice that it is well known in the art of business to charge suppliers with brokerage fees to provide brokers (or finder's fees), or middlemen, with funds for finding customers for suppliers. For example, when a supplier enters the network they would be charged a fee to provide RSI with funds for finding stores that desire purchasing goods from the supplier. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above, with the charging of fees to

suppliers as taught by Examiner's Official Notice, in order to provide RSI with funds for finding stores that desire to purchase goods from the supplier.); and

(Regarding claims 28 and 38) further comprising a component for determining a charge for electronic advertising on the network (Examiner takes Official Notice that it is well known in the art of network sales to charge advertisers for electronic advertising to generate revenues for presenting the ads. For example, advertisers pay for the presentation of banner ads at websites. It would have been obvious to one having ordinary skill in the art at the time the invention was made to provide the system as modified above, with the charging for electronic advertising as taught by Examiner's Official Notice in order to generate revenues for presenting the ads.

Response to Arguments

10. Applicant's arguments with respect to claims 19-38 have been considered but are moot in view of the new ground(s) of rejection.

Conclusion

11. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Elaine Gort whose telephone number is (703)308-6391. The examiner can normally be reached on Monday through Thursday from 7:00 am to 5:30 pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Robert Olszewski, can be reached at (571)272-6788. The fax phone number for the organization where this application or processing is assigned is (703)872-9327.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is (703)308-1113.

A handwritten signature in black ink, appearing to be 'Elaine Gort', with a stylized, flowing script.

Elaine Gort

Examiner - 3627

June 9, 2005